

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA**

**JOHN DOE,**

**Plaintiff,**

**vs.**

**ELWOOD PUBLIC SCHOOL DISTRICT,  
a Nebraska political subdivision; DAVID  
BLESSING, individually and in his official  
capacity; and AMCO INSURANCE  
COMPANY, an Iowa Corporation,**

**Defendants.**

**7:04CV5011**

**ORDER**

This matter is before the court on plaintiff's MOTION TO REOPEN FIRST MOTION TO COMPEL (Filing 120), essentially seeking to reinstate certain discovery requests served on Allied Insurance Company ("Allied"). Doe initially named Allied as a defendant because Allied was then thought to be the liability insurer for Elwood Public School District ("EPSD"). Plaintiff's claims against Allied were dismissed, *inter alia*, because Allied was not actually EPSD's liability insurance carrier. *See* Filings 95, 111 & 116. Plaintiff was granted leave to file a "(second revised) second amended complaint" naming AMCO Insurance Company ("AMCO") as a defendant and alleging a claim for breach of fiduciary duty against AMCO. The operative Second Amended Complaint was filed on April 21, 2005.

Plaintiff's "first" motion to compel discovery from Allied was denied as moot on April 8, 2005 (*see* Filing 96) because all claims against Allied had been dismissed. I must note that AMCO is a party completely separate from Allied. The discovery requests served on Allied are not operative as to AMCO, and the court will not require AMCO to respond to discovery requests that were not served on it.

**IT THEREFORE IS ORDERED:**

1. Plaintiff's MOTION TO REOPEN FIRST MOTION TO COMPEL (Filing 120) is denied.
2. The related Motion to Strike Paragraph 3 of Affidavit of Shari L. Shore (Filing 123) is denied as moot.

**DATED July 13, 2005.**

**BY THE COURT:**

**s/ F.A. Gossett  
United States Magistrate Judge**